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PATENT 157...

Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Fleet Capital Corporation

(Rhode Island corporation)

12-24-02

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Assignment of Mortgage

Execution Date: August 28, 2002

2. Name and address of receiving party(ies)

Name: TT Machinery Holdings, Inc.

(Delaware corporation)

Internal Address: \_\_\_\_\_

Street Address: I-85 and Hargrave Road

City: Lexington

State: NC

Zip: 27292

Additional name(s) & address(es) attached:

☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is: \_\_\_\_\_

A. Patent Application No.(s):

B. Patent No.(s):

See Attachment

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Donald A. Gregory

DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

Internal Address: Atty. Dkt.: F8800.1002

Street Address:

2101 L Street NW

City: Washington

State: DC

Zip: 20037-1526

6. Total number of applications and patents involved: 17

7. Total fee (37 CFR 3.41) \$ ...680.00

☐ Enclosed

☐ Authorized to be charged to deposit account

☒ Authorized to be charged to credit card  
(Form 2038 enclosed)

8. Deposit account number:

04-1073

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Donald A. Gregory Reg. No. 28,954

Name of Person Signing

[Signature]  
Signature

December 24, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 5

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## **PATENTS**

**5918353**

**5271131**

**5119646**

**6047483**

**5794317**

**5724689**

**5669155**

**5666704**

**5655275**

**5125034**

**5016329**

**4882819**

**4484369**

**4192045**

**5794317**

**5724689**

**5666704**

## ASSIGNMENT OF PATENT MORTGAGE

This ASSIGNMENT OF PATENT MORTGAGE is made as of this 29<sup>th</sup> day of August, 2002 between FLEET CAPITAL CORPORATION, a Rhode Island corporation (hereinafter referred to as the "Assignor" or "Agent") and TT MACHINERY HOLDINGS, INC., a Delaware corporation (hereinafter referred to as the "Assignee").

### WITNESSETH

WHEREAS, that certain Guaranty dated as of May 14, 1999 was entered into by Ashby Industries, Inc., a Virginia corporation (the "Company"), in favor of Assignor, as amended (the "Guaranty");

WHEREAS, the Guaranty was secured by a Security Agreement dated as of May 14, 1999 by the Company in favor of Assignor, as amended (the "Security Agreement");

WHEREAS, pursuant to the Guaranty and the Security Agreement, the Company granted Assignor a security interest in certain of the Company's assets, including, without limitation, its patents and patent applications;

WHEREAS, the Company and Assignor entered into that certain Patent Mortgage dated as of February 11, 2000 which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 10648, Frame 0763 (hereinafter referred to as the "Mortgage");

WHEREAS, Assignor and Harbour Group Investments IV, L.P., a Delaware limited partnership ("Fund IV"), entered into a Loan Purchase and Sale Agreement of even date herewith (the "Loan Purchase Agreement"), pursuant to which Fund IV has agreed to purchase all of Assignor's right, title and interest, in the Guaranty and Security Agreement;

WHEREAS, pursuant to an Assignment and Assumption Agreement between Fund IV and Assignee, Fund IV has agreed to assign all of its rights and obligations in, to and under the Loan Purchase Agreement to Assignee and Assignee has agreed to assume all of Fund IV's obligations under the Loan Purchase Agreement and agreed to be bound by the terms thereof; and

WHEREAS, in connection with the Loan Purchase Agreement, Assignor desires to assign, and Assignee desires to take by assignment, all of Assignor's rights and obligations in, to and under the Mortgage.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby purchases, assumes and undertakes from Assignor, without recourse and without representation or warranty, except as otherwise expressly provided in the Loan Purchase Agreement, the entire right, title and interest in, to and under the Mortgage.

2. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

3. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.

**ASSIGNOR:**

Signed at PROVIDENCE, in the County of PROVIDENCE

State of RI, this 28 day of August, 2002.

FLEET CAPITAL CORPORATION, as Agent

By: Albert J. Buresh

Type Name: Albert J. Buresh

Title: Vice President

STATE OF RHODE ISLAND)  
COUNTY OF PROVIDENCE)

On this 28<sup>th</sup> day of August, 2002 personally before me came Albert J. Buresh, known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

Whitney B. Connor  
Notary Public

My Commission Expires 8/17/05

**ASSIGNEE:**

Signed at Clayton, MO, in the County of St. Louis,

State of MO, this 29<sup>th</sup> day of August, 2002.

TT MACHINERY HOLDINGS, INC.

By: *William L. Willhite*

Type Name: William L. Willhite

Title: Vice President & Treasurer

STATE OF MISSOURI )

COUNTY OF ST. LOUIS )

On this 29<sup>th</sup> day of August, 2002 personally before me came  
William L. Willhite, known to me, and known to me to be the person described and who signed  
the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

*Nancy L. Biggins*  
Notary Public

